

**DAVID M. ZANIEL, ESQ.**

Nevada Bar No. 7962

**RANALLI, ZANIEL, FOWLER & MORAN, LLC**

50 West Liberty Street, Suite 1050

Reno, Nevada 89501

Telephone: (775) 786-4441

[dzaniel@ranallilaw.com](mailto:dzaniel@ranallilaw.com)

*Attorneys for Defendant Mercury*

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

CINDY GUERRERO,

Plaintiff,

vs.

MERCURY CASUALTY COMPANY, a  
California Corporation; DOES I-X, inclusive;  
and ROE CORPORATIONS I-X,

Defendants.

Case No. 3:24-cv-390-ART-CSD

**STIPULATION AND ORDER FOR PROTECTIVE ORDER**

**IT IS HEREBY STIPULATED AND AGREED**, by Plaintiff CINDY GUERRERO (hereinafter “Plaintiff”), by and through her attorney of record, ROBERT JENSEN, ESQ., of JENSEN PERSONAL INJURY LAW and Defendant MERCURY CASUALTY COMPANY, by and through their attorney of record David Zaniel, Esq., of RANALLI, ZANIEL, FOWLER & MORAN and, that a Protective Order be entered by this Court as follows:

**PROTECTIVE ORDER**

1. Discovery in this action will require the Parties to provide documents that contain information that is confidential, proprietary, and/or sensitive. Disclosure of this information could result in harm to the disclosing Party. Although this information must be disclosed, the disclosing Party is entitled to the protections described below.

1           2. In addition, Plaintiff and the Defendant may seek other Confidential Material.  
2 This Protective Order shall apply to all documents, materials, and information that is sought by a  
3 party either from other parties to this litigation or from any third party with possession or custody  
4 of Confidential Material during discovery, including without limitation, documents produced,  
5 answers to interrogatories, responses to requests for admission, deposition testimony, and other  
6 information disclosed pursuant to the disclosure or discovery duties created by the Federal Rules  
7 of Civil Procedure. The Parties assert the disclosure of Confidential Material outside the scope of  
8 this litigation could result in significant injury to one or more of the Parties' business or privacy  
9 interests, and could result in significant injury to a third party's privacy interests, as well as  
10 significantly erode the attorney-client privilege. The Parties have entered into this Stipulation  
11 and request the Court enter this Protective Order for the purpose of preventing the disclosure and  
12 use of Confidential Material except as set forth herein.  
13  
14

15           3. As used in this Protective Order, the term "confidential information" means any  
16 documents, testimony, or other information for which protection from disclosure has been  
17 identified, requested or designated by any subsequent order of the Court relating to medical  
18 records, proprietary documentation, etc.  
19

20           4. The term "disclosure" shall include the dissemination, communication,  
21 publication, or reproduction of any confidential material or the contents of the information  
22 contained therein, or the communication of any estimate or other information which facilitates  
23 the discovery of confidential information.  
24

25           5. As used in this Protective Order, the term "qualified persons" means (i) counsel of  
26 record for the parties to the litigation, including office associated, paralegal, and stenographic  
27 and clerical employees to whom disclosure is reasonably necessary; (ii) experts retained for the  
28

1 purpose of this litigation to whom disclosure is reasonably necessary and who have signed the  
2 Confidentiality Agreement, a form of which is attached hereto as EXHIBIT “1”, (iii) parties to  
3 this action who have signed the Confidentiality Agreement, a form of which is attached hereto as  
4 EXHIBIT “1”, and (iv) court personnel, including stenographic reporters engaged in such  
5 proceedings as are necessarily incident to this litigation.  
6

7 5. Confidential information shall be and remain confidential, and, except as allowed  
8 by this Protective Order, may not be disclosed or communicated, nor used for any purpose other  
9 than this litigation, including any appeals.  
10

11 6. Any and all documents containing confidential information must be retained by  
12 counsel and not be disclosed or made available to any person other than a qualified person who  
13 has read and acknowledged the terms of this Protective Order. Similarly, the confidential  
14 information contained within those documents may not be disclosed to any person other than a  
15 qualified person. To the extent reasonably necessary, copies of confidential documents may be  
16 provided to experts retained for the purpose of this litigation to whom disclosure is reasonably  
17 necessary and who have signed the Confidentiality Agreement. Nothing in this Protective Order  
18 shall in any way affect the admissibility at trial of any of the documents produced under this  
19 Protective Order.  
20  
21

22 7. Any person who is in possession of confidential information, or to whom  
23 confidential information is disclosed, is responsible for ensuring that such confidential  
24 information is not inadvertently disclosed by him or her. Failure to take all reasonable  
25 precautions to insure against such inadvertent disclosure will be viewed by the Court as willful  
26 disobedience of this Protective Order, and will be punished accordingly.  
27

28 8. Counsel receiving confidential information may not disclose that confidential

1 information to any expert without first furnishing to that expert a copy of this Protective Order  
2 and obtaining from that expert an executed Confidentiality Agreement, a form of which is  
3 attached hereto as EXHIBIT “1”. The original of any such executed Confidentiality Agreement  
4 must be retained in the office of counsel who retained the expert. Copies of any such executed  
5 Confidentiality Agreement must immediately be served upon counsel for all other parties except  
6 as to consultants.  
7

8           9. Any person who executed a copy of the Confidentiality Agreement attached  
9 hereto submits to the jurisdiction of this Court for purposes of enforcement of this Protective  
10 Order, either prior to or following trial of this action. Jurisdiction of this action is to be retained  
11 by this Court after final determination for purposes of enabling any party or persons affected by  
12 this Protective Order to apply to the Court for such direction or further decree as may be  
13 appropriate for the construction or enforcement of this Protective Order or for such additional  
14 relief as may become appropriate.  
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17           10. Before being copied for production, documents containing confidential  
18 information must be marked “CONFIDENTIAL.”  
19

20           11. Objections to Designations:

21           a. If any Party believes that material otherwise designated as Confidential  
22 Material should not be classified as such, that Party shall, within 30 days of receiving the  
23 Confidential Material, state the objection by letter to counsel for the opposing Party, setting the  
24 forth the reasons that the objecting Party believes the material should not be treated as  
25 Confidential and/or Privileged, as the case may be.  
26

27           b. The Producing Party shall respond, in writing, within ten (10) days, setting  
28 forth the reason(s) that Party believes the material should be treated as Confidential Material.

1 c. If the objection cannot be reasonably resolved by agreement of counsel,  
2 the Producing Party may move the Court for an appropriate order regarding such designation.  
3 The burden of proof regarding the confidentiality of the materials shall remain with the  
4 Producing Party.  
5

6 d. Until an objection to the designation of the materials has been resolved by  
7 agreement of counsel or by order of the Court, the materials shall be treated as Confidential and  
8 remains subject to this Protective Order.  
9

10 12. Unless otherwise permitted by statute, rule or prior Court order, papers filed with  
11 the Court under seal shall be accompanied by a contemporaneous motion for leave to file those  
12 documents under seal, and shall be filed consistent with the Court's electronic filing procedures  
13 in accordance with Local Rule. The party seeking to file a paper under seal bears the burden of  
14 overcoming the presumption in favor of public access to papers filed in Court. *Kamakana v. City*  
15 *and Court of Honolulu*, 447 F. 3d 1172 (9<sup>th</sup> Cir. 2006); *Pinto v. Pac. Creditors Ass'n*, 605 F.3d  
16 665,677-78 (9<sup>th</sup> Cir. 2010).  
17

18 13. Nothing in this Protective Order precludes the deposition examination of any  
19 person regarding confidential information of which they have knowledge. All transcripts of said  
20 deposition containing confidential information will be treated in accordance with this Protective  
21 Order.  
22

23 14. Only qualified persons may attend deposition examination in this case.

24 15. Any court reporter who transcribes testimony in this action at a deposition shall  
25 agree, before transcribing any such testimony, that all testimony containing confidential  
26 information is and shall remain confidential and shall not be disclosed except as provided in this  
27 Protective Order and that copies of any transcript, reporter's notes, or any other transcripts  
28

1 records of any such testimony will be retained in absolute confidentiality and safekeeping by  
2 such shorthand reporter or delivered to attorneys of record or filed with the Court.

3  
4 16. Nothing in this Protective Order requires a party to disclose confidential  
5 information that the party also contends is protected from disclosure based upon a privilege or  
6 for some reason other than the mere confidential nature of the document or information.

7  
8 17. Upon the final determination of this action, counsel and all qualified persons shall  
9 return any confidential information to the disclosing party, together with any copies of  
10 confidential information. Transcripts containing confidential information also must be returned  
11 to the disclosing party. All notes or any other memorialization of the information contained in  
12 the confidential material produced that are in the possession of counsel may be retained by  
13 counsel, but shall be placed in a sealed envelope or other container on the face of which shall be  
14 typed or printed:

15 **CONFIDENTIAL**

16  
17 Any Confidential Information or Documents will be filed under seal with the Court.

18 The information contained herein is confidential and subject to a protective order issued by the  
19 US Court, District of Nevada. Anyone not permitted to review this information as set forth in  
20 the protective order is in violation of that order and may have sanctions imposed against him or  
21 her as the Court may determine and allowable under law and may also be subject to contempt of  
22 court proceedings.

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18. Anyone found to be in violation of this Order may have sanctions imposed against him or her as the Court may determine and allowable under law and may also be subject to contempt of court proceedings.

DATED this 24<sup>th</sup> day of December 2024.

/s/DavidZaniel

DAVID M. ZANIEL, ESQ.  
50 West Liberty Street, Suite 1050  
Reno, Nevada 89501  
Attorney for Defendant

DATED this 24<sup>th</sup> day of December 2024.

/s/Robert Jensen

ROBERT JENSON, ESQ.  
203 S. Arlington Avenue  
Reno Nevada 89501  
Attorney for Plaintiff

IT IS SO ORDERED.

  
U.S. MAGISTRATE JUDGE

DATED: December 30, 2024

**“EXHIBIT 1”**

**CONFIDENTIALITY AGREEMENT**

1. I hereby acknowledge that I am about to receive confidential information supplied by:\_\_\_\_\_.

2. I have read the Protective Order governing the restricted use of confidential information in this litigation, a copy of which has been provided to me. I agree to be bound by the terms thereof.

3. I will not use any documents marked with the legend “CONFIDENTIAL” or any information contained therein for any purpose other than litigation involving GUERRERO V. MERCURY CASUALTY COMPANY. I further affirm that I will not reveal any confidential information to, nor discuss it with, any other person except in accordance with the terms of the Protective Order.

4. At the termination of this litigation, I will return all documents containing confidential information as required by the Protective Order.

5. I submit to the jurisdiction of this Court for the purposes of enforcement of the Protective Order, either prior to or following trial of this action.

DATED: This \_\_\_\_ day of \_\_\_\_\_. 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or print name of individual